

HOUSEKEEPING PROPOSALS FROM IBEW
2/23/10

U-2C
2/23/10

- 5.3.3 Delete the last sentence "This shall apply to employees who are represented by the IBEW". Since this Agreement is only with the IBEW is this redundant?

Submitted 2/1/10

Union accepts City's response that we're not sure if there was a reason to insert this language.

- 5.7 Call Back clarification. Last paragraph-looking for a definition of extenuating circumstances and how the hour cap is relevant.

Submitted 2/18/10

Union accepts City's explanation

- 6.6 A possible violation of FLSA- "...shall be compensated at the rate of time and one-half (1-1/2)

The employee's hourly rate, except when such excess hours result from a change in such employee's workweek or shift of from the requirement that such employee fulfill his/her workweek requirement." We are asking to strike the bold and underlined part of the paragraph.

Submitted 1/28/10

Underlined should be deleted as the FLSA says there has to be an agreement before the City can impose comp time rather than pay. The question is whether this a permissible exception.

- 7.8.1.2 Grammatical correction

Submitted 2/1/10

- 12.7.3 Define whether the City believes that the Union or the City has to take the other to arbitration before they can go to PERB over an Unfair Labor Practice? The question is if this is an impermissible waiver of statutory rights?

Submitted 2/18/10. *Answered by City on 2/18/10*

- 18.1.2 Do married individuals have to show proof of marriage? If not this section may be illegal. Requiring domestic partners to register may be in violation of state law if all people aren't required to register.

Submitted 2/18/10

- 28.2.1 Discuss whether eight 9's and one 8 is in compliance with FLSA requirements.

Submitted 2/18/10. *City answers that section complies with FLSA on 2/18/10.*

- ~~25.12~~ Shouldn't the sentence read not more than 12 months or not less than 6 months?

Submitted 2/18/10

26.1.1